

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 01-14-65286

HUD# 07-14-0195-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

WALTON WOODS LIMITED PARTNERSHIP

c/o Millennia Housing Management, Ltd.

8111 Rockside Road Suite 200

Cleveland, Ohio 44125

MILLENNIA HOUSING MANAGEMENT, Ltd.

8111 Rockside Road Suite 200

Cleveland, Ohio 44125

LYNN COFFMAN

Walton Woods Apartments

1000 Adams Street - Office

Jefferson, Iowa 50129

JULIE BARTOLD

c/o Millennia Housing Management, Ltd.

8111 Rockside Road Suite 200

Cleveland, Ohio 44125

COMPLAINANT

TERESA R. GAVER

1000 West Adams Street Apartment 6

Jefferson, Iowa 50129

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleges that Respondents failed to make timely repairs to her heating, threatened her with eviction, and required a third doctor's note before they would place her on a waiting list for a different accessible unit. Complainant further alleges retaliation for having filed a previous discrimination complaint with the Iowa Civil Rights Commission (the "Commission"). Respondents deny discriminating or retaliating against Complainant, but agree to settle all of Complainant's claims by entering into this

Predetermination Settlement Agreement (hereinafter "Agreement"). Respondent Walton Woods Limited Partnership ("Walton Woods") owns the subject property, a 48-unit apartment complex, located at 1000 West Adams Street, Jefferson, Iowa 50129, which is managed by Respondent Millennia Housing Management, Ltd. ("MHM").

A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the "Iowa Civil Rights Act of 1965" (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2. Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 216.8, 216.8A, or 216.15A. Iowa Code § 216.11A.

Voluntary and Full Settlement

3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint including all related allegations and requests made by Complainant. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement and the procedures set forth in Paragraph 14 below are at Complainant's request and for Complainant's benefit.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the

execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

6. Respondents agree the Commission may review compliance with this Agreement and as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

7. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

8. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency. Respondents agree to execute this Agreement in exchange for the foregoing release, as well as the settlement terms described more fully below. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Posters

9. Respondents agree to continue displaying the federal Fair Housing Poster (English and Spanish) in the Walton Woods leasing office in a conspicuous location, easily viewable to tenants and prospective

tenants and hereby verify that said posters are displayed as represented herein. Fair Housing Posters in English may be obtained online from the Commission's website at:

http://www.state.ia.us/government/crc/docs/fair_housing_poster_july_2008.pdf and the corresponding version in Spanish may be obtained at http://www.state.ia.us/government/crc/docs/fair_housing_spanish_july08.pdf.

Relief for Complainant

10. Settlement Payment

Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainant \$565.00 without any deductions (the "Settlement Check"). Respondents agree the check will be made out to Complainant and will be mailed to Complainant at the address listed on Page One of this Agreement. Complainant shall be fully liable for any taxes associated with the Settlement Check.

Respondents also agree to send a copy of the Settlement Check to the Commission within seven (7) days of issuing the check.

11. Release of Claims by Complainant

As consideration for the Settlement Check and, as further consideration for Respondents executing this Agreement, Complainant agrees to waive any and all claims against Respondents (and any of the Respondent's respective representatives, partners, agents, affiliates, employees, successors, assigns, attorneys, officers, members, directors, shareholders and any entity with which any Respondent is associated, affiliated or connected with, in any manner) that Complainant has, or may have, that existed on or before the date Complainant executed this Agreement, including, but not limited to, any and all

claims alleging Respondents owe her back rent for 2012 or 2013, and money to replace personal items that she alleged were damaged and stolen by Respondents' movers in August 2013.

12. Acknowledgment of Resolution of All Other Requests

Upon executing this Agreement, Complainant agrees any requests made by her prior to May 1, 2014 for reasonable accommodations or reasonable modifications have been resolved to Complainant's satisfaction.

13. Unit Transfer

Right of First Refusal: Respondents agree for the next three-year time period (April 29, 2014 through April 30, 2017) Complainant will be given first right of refusal to transfer and move to another accessible apartment at the subject property, provided such transfer fully complies with the then applicable regulations promulgated by the Department of Housing and Urban Development ("HUD"). Respondents acknowledge that there are no fees related to a unit transfer to a new apartment that will be due and payable, except that MHM may require a security deposit in accordance with its standard business practices.

Notice of Available Unit: Respondents agree that Complainant shall receive notification of an available apartment unit via a telephone call to the following number: 515-386-2466 and in writing by First Class, U.S. Mail ("Written Notice") to Complainant's address set forth on Page One of this Agreement. Complainant hereby acknowledges that receipt of the Written Notice shall be presumed on the third business day after mailing.

Upon receipt of the Written Notice, Complainant shall have five (5) business days to view the apartment and notify Respondents, in writing, whether she accepts the transfer opportunity. Respondents may deem Complainant's failure to respond during this period as a rejection of this apartment. Upon Complainant's acceptance of a unit to transfer into, the Complainant's right of first refusal shall terminate and Complainant will have a maximum of thirty (30) calendar days to complete the move and vacate Apartment 6 at Complainant's expense. Complainant's failure to complete the transfer within this time period shall be deemed as a waiver of her right to transfer to this or any other unit. Complainant agrees she will comply and complete all required documentation related to the unit transfer, including, but not limited to, executing a new lease agreement. If Complainant declines the

transfer opportunity she will continue to remain eligible for the next transfer opportunity until February 28, 2017 or until she accepts any one unit transfer during that time period.

Reimbursement of Moving Expenses: After Respondents' receipt of Complainant's written acceptance of the offer to move to an accessible unit, Respondents agree to pay movers up to \$500 to pack and move Complainant one time during the three-year time period. Complainant will enter into the contract with the movers and will provide Respondents with the mover's written estimate. Respondents will make payment for the move directly to Complainant's movers on the date Complainant vacates apartment 6 and provides Respondents with a final bill from the movers.

Respondents also agree to send a copy of the check issued to Complainant's movers to the Commission within seven (7) days of issuing the check

Move-Out Inspection; Security Deposit: Once Complainant has vacated her current unit, Apartment 6, Respondents agree to do a move out inspection of Apartment 6 in accordance with Respondents' normal business practices, during which Complainant (and her representative) may be present. The purpose of the inspection will be to confirm that Complainant has returned Apartment 6 in the same condition as when Complainant moved in, normal wear and tear excepted. Respondents agree Complainant will not be held financially responsible the following damage that was present when Complainant moved into Apartment 6: 1. Scratched kitchen sink. 2. Scrape on microwave shelf. 3. Dark black scrap on oven door. 4. Scrapes on inside of front door.

Respondents agree to follow the provisions of Iowa Code §562A.12 regarding the disposition of Complainants' security deposit tendered to them pursuant to the lease agreement. Any cleaning or damage charges owed will be deducted from Complainant's security deposit. If there is no cleaning or damage issue, Respondents agree to transfer Complainant's security deposit to her new apartment.

Upon request, Respondents agree to submit a written report to the Commission, detailing any charges deducted for cleaning or damage for Apartment 6 within seven (7) days from receipt of the Commission's request.

Move-In Inspection: Respondents agree to conduct a move in inspection of Complainant's new apartment, during which Complainant (and her representative) may be present to insure the replacement apartment unit is satisfactory to Complainant. Respondents will provide Complainant with

a written move in checklist and, upon acceptance Complainant shall acknowledge that the replacement unit is satisfactory to Complainant.

14. Complainant's Written Requests to Respondents

Written Requests from Complainant: Respondents agree that henceforth Complainant will submit all requests regarding any matters related to Complainant's tenancy, including, but not limited to, specific maintenance requests, in writing to MHM Regional Manager Julie Bartold by email at jbartold@mhmlltd.com, or by First Class, U.S. Mail to Walton Woods Apartments, 1000 W. Adams #31, Jefferson, IA 50129 ATTN: JULIE BARTOLD. Notwithstanding the foregoing, Complainant shall contact the emergency maintenance request number with respect to maintenance issues arising after normal business hours.

Responses to Complainant's Written Requests: Respondents shall cause a response to be provided to Complainant's written request within two (2) business days from the date of receipt of the written request.

Follow Up To Written Requests: In the event that Complainant has not received a response to a written request within the timeframe set forth above, Complainant shall provide MHM's Resident Advocacy Director ("Advocacy Director") with email notice of the outstanding request; the current Advocacy Director, Greg Bierbaum, can be reached by email at gbierbaum@mhmlltd.com, and via telephone at 216-236-0436 as necessary. Respondents agree that the Advocacy Director shall respond within three (3) business days from the date of receipt of the written notice, and Complainant hereby agrees to permit Respondents a reasonable opportunity thereafter to address her written request.

Failure To Respond To Written Requests: In the event that Respondents fail to respond to Complainant's written request, Complainant may contact the Commission, which then shall contact MHM's General Counsel, Laura R. Anderson, via email at landerson@mhmlltd.com or by telephone at 213-273-0453 and permit Respondents three (3) business days to cure any perceived defect in performance before investigating any alleged breach of this Agreement.

Complainant's Acknowledgement of Communication Process: Complainant hereby acknowledges and agrees that the communication process described above is sufficient to enable Complainant to reasonably communicate with Respondents with respect to her tenancy and that all communication

related to Complainant's tenancy shall be in accordance with this section 14. In the event that the Regional Manager and/or the Advocacy Director or their respective contact information change during Complainant's tenancy, Respondents agree to provide timely written notice to Complainant so that Complainant may substitute the information accordingly.

15. The terms of this Agreement shall become part of Claimant's lease agreement. Respondents agree all tenant rules, regulations, and lease agreements will continue to be enforced fairly and without discrimination or retaliation. Complainant agrees to follow the terms of her lease agreement, and expressly acknowledges that all of Respondents' rules and regulations, and the terms set forth in this Agreement, shall be deemed a material part of Complainant's lease agreement. Complainant further acknowledges that Respondents' enforcement of the terms of her lease agreement shall not constitute unlawful retaliation.

16. Reasonable Accommodations and Reasonable Modifications

Respondents acknowledge that Complainant has the right to make future requests for reasonable accommodations or reasonable modifications. Complainant acknowledges that all of her outstanding requests for reasonable accommodation as of the date of this Agreement have been resolved. Complainant acknowledges that any future request for reasonable accommodation shall be communicated to Respondents in accordance with section 14 above. Complainant agrees to provide Respondents with requested information to assist them in determining if a reasonable accommodation or reasonable modification request is reasonable.

Respondents acknowledge that they will continue to consider each tenant or prospective tenant's situation and accommodation request individually to determine if the requested accommodation is reasonable. The parties acknowledge that if the disability is not known or obvious, Respondents may make a reasonable inquiry and request documentation from a health care provider that verifies the tenant/prospective tenant's disability, without seeking or collecting information regarding the nature of the disability. In addition, Respondents may make reasonable inquiry and request documentation from a health care provider that verifies the tenant or prospective tenant's need for the accommodation or modification, i.e., the relationship between the person's disability and the need for the requested accommodation.

The parties acknowledge a housing provider is permitted to deny a request for a reasonable accommodation if it would impose an "undue financial and administrative burden" or it would

“fundamentally alter the nature of the provider’s operations.” “The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the provider, the benefits that the accommodation would provide to the requester, and the availability of alternative accommodations that would effectively meet the requester’s disability-related needs.” Joint Statement of the Department of Housing and Urban Development and the Department of Justice: Reasonable Accommodations under the Fair Housing Act, May 17, 2004.

17. Notice

All required documentation of compliance must be submitted to the Iowa Civil Rights Commission as follows:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

18. Entire Agreement

Complainant and Respondents hereby agree that this Agreement encompasses the entire agreement between Complainant and Respondents and supersedes all prior agreements or understandings between or among these parties, whether written or oral. Any amendment to this Agreement must be made, in writing, and signed by Complainant and Respondents, and by the Iowa Civil Rights Commission as necessary.

Signatures on the Following Page (page 9)

Walton Woods, Limited Partnership, Respondent

By: Millennia Housing Management, Ltd.

Its: Agent

By: _____

Its: President

Date

Millennia Housing Management, Ltd., Respondent

By: _____

Its: President

_____ Date

Lynn Coffman, RESPONDENT

Date

Julie Bartold, RESPONDENT

Date

Teresa R. Gaver, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION